

## Definitions

**Agent:** Means people or entities responsible for the claim and will act on Client's behalf also acting under but not limited to the name Delaycomp, delaycomp.co.uk, delaycomp.com, The operator of the websites and its employees which is registered as Hamic Smart Software Solutions Ltd at UK Company House, with Number: 11316185 and any other entity which is appointed by Delaycomp to handle the claim where necessary.

**Agreement:** Means the agreement inclusive of these terms and conditions which is formed solely based on the Client submitting any request to the Agent.

**Client:** The customer of Agent who submits this claim to the Agent against airlines, travel agencies, tourist transports services and tours. The Client can submit this claim on behalf of co passengers like: children, parents, siblings, family members or act as a travel agency lead.

**Claim:** Means the submitted application to the Agent by the Client.

### 1. Agreement

1.1 By completing and submitting the information on the website [www.delaycomp.co.uk](http://www.delaycomp.co.uk) or [www.delaycomp.com](http://www.delaycomp.com) and by agreeing to these terms and conditions the Client authorises the Agent to initiate, on his or her behalf, a compensation request against air transport company in relation to a flight delay or flight cancellation.

1.2 The Client declares that he or she is not a minor under applicable law.

1.3 An Agreement will be concluded only if the Agent accepts the Claim, or the Agent starts to process the Claim.

1.4 The Agent reserves the right to refuse any Claim. In case of refusal, The Agent will notify the Client within 5 days before refusing the claim.

1.5 By entering into an Agreement, the Client warrants and declares that the Client is authorised by all passengers forming part of the booking to enter into the Agreement.

1.6 The Client shall not pursue the Claim personally nor shall it instruct any other third party to pursue the Claim without the prior written approval of the Agent.

1.7 The Client has 14 days (which starts from the Clients submission of information and acceptance of these terms and conditions) to cancel this Agreement without incurring any charges. If after 14 days the Client wishes to cancel the Agent reserves the right to charge you reasonable costs for the administration of the Claim, up to the point where you informed us you would like to cancel the processing of the Claim.

### 2. Procedure

2.1 The Client must complete the required fields in the initial enquiry table. He or she must provide his or her contact details as well as those of other persons on whose behalf he or she is legally allowed to lodge a request. The Client declares that he or she has read and accepts these terms and conditions. The Agent will check the data provided by the Client and the information relating to the flight that is subject to the request.

2.2 The Agent will confirm by email whether it agrees to proceed with the request within 5 business days from the date of the lodgement of the request.

2.4 If the Agent refuses to proceed, it will inform the Client of its decision within 5 business days of the date of the lodgement of the request. The decision of the Agent is final and the Agent is not required to provide any reasons for its decision.

2.5 If the Agent requires the Client to provide additional material or evidence, the Client must provide it within 14 days after it gives notice to the Client that it has agreed to proceed with the request. If the Client fails to provide the additional material or evidence in that time, the Agent can close the file without further notice.

2.6 By ticking the box "I accept the terms and conditions", the Client accepts these terms and conditions of sale at the time of submission to [www.delaycomp.co.uk](http://www.delaycomp.co.uk) or [www.delaycomp.com](http://www.delaycomp.com).

2.7 The Client authorises the Agent to lodge a claim against the airline as soon as the Agent accepts the Client's compensation request.

### **3. Fees**

3.1 The fee payable to the Agent applies to all Claims submitted by the Client.

3.2 The fee payable to the Agent is set at 25% (plus VAT) as well as any money transfer cost from Agent's account to the Client. The decision of which money transfer service to be used is made by the Agent. There are no upfront costs for the Client to pay and no hidden extras. The Agent only takes the remuneration from any amount we win on behalf of the Client, it is a strictly no win no fee service. The Agent and our solicitors will pay all court costs on behalf of The Client and this will not be deducted from any amount paid to The Client.

3.4 The Fee owed to the Agent is applied to the sum of all compensation amounts paid by the air transport company to the Agent, paid by the air transport company to an agent of the Agent or paid directly by the air transport company to the Client.

3.5 The Agent will not require the payment of any Fee if the Client does not receive any compensation in relation to his or her claim against the airline.

3.6 In the event of a claim being unsuccessful, the Agent will pay all costs incurred on behalf of the Client including all costs of formal litigation.

### **4. Payment of The Fee**

4.1 The Agent will notify the Client by email as soon as any compensation is received from the air transport company. That email will also provide the Agent's schedule of fees.

4.2 The Agent will transfer any compensation received, less the fee payable to the Agent as well as any cost of transferring the money such as wire transfers, to the Client within 28 days after: (a) the Client provides his or her bank account details to the Agent; and (b) the Agent receives any compensation in respect of the Client's claim.

4.3 The Client hereby irrevocably authorises the Agent to deduct the fee payable to the Agent from all compensation paid by the air transport company to the Agent.

4.4 If payment is made directly to the Client from the airport transport company the Client must immediately inform the Agent and pay the fee to the Agent within 28 days.

4.5 If the compensation which is paid is in any form other than cash such as airmiles, vouchers, replacement tickets or any other form of applicable compensation the Agent is entitled to 25% of value of the alternative cash compensation and this must be paid by the Client to the Agent within 28 days.

4.6 If the Claim is unsuccessful or in the reasonable opinion of the Agent or their nominated solicitor, that the air transport company can successfully show 'extraordinary circumstances' this Agreement shall come to an end automatically and Client shall not have to pay anything for the services provided up to that point and the Agent shall have no further obligation to the Client in relation to the Claim.

## **5. The Claim**

5.1 The Agent may pass the Claim on to solicitors or other agents who will review the Claim. You irrevocably agree to the disclosure of your data to the Agent's chosen solicitors or agents for the purposes of Claim review.

5.2 You hereby accept and agree that the Agents chosen solicitors or agents are chosen by and are directly engaged by the Agent pursuant to this Agreement.

5.3 If the Agent's chosen solicitors or agents institute legal proceedings to assert your claim, the Agent will pay all costs incurred in the case on your behalf which includes those incurred if the Court claim is unsuccessful. In the event of a settlement offer the chosen solicitors shall report on the reasonableness of the offer and if in our reasonable opinion the offer should be accepted you will agree to settle on the terms so offered.

## **6. Client Undertakings**

6.1 The Client agrees to pay the fee and further undertakes that all monies received under a cost order relating to the Claim are payable to the Agent.

6.2 The Client declares that he or she has not initiated recovery proceedings in relation to matter which they have instructed the Agent under this Agreement. The Client further undertakes not to initiate proceedings or through another agent than the Agent during the duration of this Agreement relating to the same matter. If the Client has already initiated recovery proceedings against the air transport company, the Client must provide all relevant information to the Agent and the Client agrees to transfer the management of those proceedings to the Agent.

6.3 The Client undertakes not to accept any transaction, including any compensation or payment in respect of the Claim, from the air transport company, and not to initiate any alternative dispute resolution or civil proceedings with the air transport company with respect to the Claim without the prior written approval of the Agent.

## **7. Client Information**

7.1 The Client must always supply and submit accurate information and data to the Agent.

7.2 The Client warrants and guarantees that the data and information provided, including valid email addresses, are complete and accurate.

## **8 Disclaimer**

8.1 Your Claim may not be successful. The Agent is not liable for any unsuccessful Claim except as provided for in this Agreement.

8.2 The Agent is not authorised or regulated by the Solicitors Regulation Authority and is not a law firm and does not provide legal advice. Where regulated legal services are required The Agent shall use a chosen solicitor who is authorised and regulated by the Solicitors Regulation Authority.

8.3 This website or any part of it is not intended to provide advice, it should not be relied upon when making any decision or taking an action of any kind.

8.4 The Agent is not liable for any loss that may arise from inaccurate or incomplete information received from the Client.

## **9. Personal Data**

9.1 The Agent will use the personal data provided by the Client to pursue the Claim. All personal data is collected in accordance with the General Data Protection Regulation, Regulation (EU) 2016/679 as implemented by the Data Protection Act 2018.

9.2 The Client provides the Agent with personal data under the General Data Protection Regulation and Data Protection Act 2018, with the explicit permission to process the personal data given and for the use thereof in the context of the Agreement. The Agent will only transfer the personal data to third parties where:

- a) if the Client has given express consent;
- b) if it is for a purpose directly related to the original purpose under this Agreement;
- c) if it is necessary for the preparation, negotiation and fulfilling the Agreement with the Client;
- d) if it is required due to a legal obligation, administrative or court order;
- e) if it is required for the establishment or protection of legal claims or in defence of court actions;
- f) if it serves the prevention of data misuse or other illegal activities.

## **10. Miscellaneous Provisions**

10.1 In the event that any party to this Agreement fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

10.2 In the event of any conflict between this Agreement and any prior versions thereof, the provisions of this Agreement shall prevail unless it is expressly stated otherwise.

10.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## **11. Applicable Law**

11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).